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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/918,334	07/30/2001	Frank S. Yuan	17059-1	4466

23676 7590 04/10/2007
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EXAMINER

GRAHAM, CLEMENT B

ART UNIT	PAPER NUMBER
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3692

SHORTENED STATUTORY PERIOD OF RESPONSE	MAIL DATE	DELIVERY MODE
3 MONTHS	04/10/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

Office Action Summary

Application No.

09/918,334

Applicant(s)

YUAN, FRANK S.

Examiner

Clement B. Graham

Art Unit

3692

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 18 December 2006.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-40 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-40 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. Claims 1-40 remained pending.

Claim Rejections - 35 USC § 102

Claim Rejections - 35 USC § 102

2. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

3. Claims 1-40, are rejected under 35 U.S.C. 102(e) as being anticipated by Levine et al (Hereinafter Levine U.S Patent 6, 233, 566).

As per claim 1, Levine discloses a system for providing a sales transaction of goods or services between a buyer and a seller(see column 2 lines 10-36) the system comprising: a coordinator(i. e, system") that receives a first purchase order from the buyer (see column 6 lines 19-51) that issues a second purchase order to the seller based on the first purchase order, that receives an invoice from the seller based on the second purchase order, and that assumes title in the invoice (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67)

a financial institution that receives an interest in the invoice from the coordinator, and that guarantees the buyer's payment; and a bank that advances or loans at least a portion of the invoice to the seller based on the guarantee from the financial institution. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 2, Levine discloses wherein the first purchase order includes a mark-up representing the a fee for services provided by the coordinator in connection with the sales transaction. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 3, Levine discloses wherein the mark-up is agreed upon between the coordinator and the buyer prior to the transaction. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 4, Levine discloses further comprising a coordinator's invoice to the buyer indicating that the buyer is to pay the financial institution. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 5, Levine discloses wherein the financial institution is located in the same country as the coordinator, and the bank is located in the same country as the seller. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 6, Levine discloses further comprising a approval for the buyer provided by credit and notifies the coordinator wherein the credit approval includes any limitations on the buyer's credit. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 7, Levine discloses wherein the invoice is assigned the invoice is assigned to financial institution. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 8, Levine discloses wherein the financial institution perfects its legal position in the assigned invoice with respect to the coordinator. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 9, Levine discloses wherein the second purchase order indicates that the coordinator is to be billed for the transaction and that the goods or services are to be shipped to the buyer. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 10, Levine discloses further comprising a set of shipping documents prepared by the seller that indicate the seller to be the importer of record, that are presented to the custom's office of the buyer's country, and that are presented to the bank. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 11, Levine discloses wherein the bank provides the advance or loan to the seller upon receipt of the shipping documents, the advance or loan being a percentage of the invoice from the seller to the coordinator. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 12, Levine discloses wherein the percentage is agreed upon between the bank and the seller prior to the transaction. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 13, Levine discloses further comprising a time period during which the buyer inspects the goods or services received from the seller. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 14, Levine discloses wherein the buyer finds no discrepancy between the goods or services ordered and the goods or services actually received. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 15, Levine discloses wherein the buyer pays the financial institution, the financial institution pays the mark-up to the coordinator, the financial institution pays the bank less any applicable charges of the financial institution, and the bank pays the seller less the amount of the advance or loan and any applicable charges of the bank. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 16, Levine discloses wherein the buyer finds a discrepancy between the goods or services ordered and the goods or services actually received. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 17, Levine discloses wherein the buyer and seller negotiate amended terms of the transaction to accommodate the discrepancy. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 18, Levine discloses wherein the buyer pays a portion of the amount due to the financial institution, the financial institution pays the coordinator a portion of the mark-up, the financial institution pays the bank a portion of the invoice amount less any applicable charges of the financial institution, and the bank pays the seller a reduced amount less the amount or loan of the advance and any applicable charges of the bank. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 19, Levine discloses wherein the goods or services are not accepted by the buyer and the seller pays back the advance or loan to the bank plus any applicable charges of the bank. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 20, Levine discloses wherein the first purchase order and second purchase order are transmitted electronically. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 21, Levine discloses a method for a coordinator to provide a sales transaction of goods or services between a buyer and a seller(see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67)

the method comprising:

transmitting a first purchase order from the buyer to the coordinator; transmitting a second purchase order from the coordinator to the seller based on the first purchase order; transmitting an invoice from the seller to the coordinator based on the second purchase order, wherein the coordinator assumes title in the invoice(see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67)
assigning an interest in the invoice by the coordinator to a financial institution; guaranteeing payment of the invoice by the financial institution to a bank; and advancing or loaning at least a portion of the invoice by the bank to the seller based on the guarantee from the financial institution. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 22, Levine discloses further comprising including a mark-up in the first purchase order representing the coordinator's fee for providing the sales transaction. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 23, Levine discloses wherein the mark-up is agreed upon between the coordinator and the buyer prior to the transaction. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 24, Levine discloses wherein the coordinator issues a coordinator's invoice to the buyer indicating that the buyer is to pay the financial institution. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 25, Levine discloses wherein the financial institution is located in the same country as the buyer, and the bank is located in the same country as the seller. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 26, Levine discloses further comprising the financial institution investigating the buyer's credit and notifying the coordinator of whether the buyer's credit is approved to participate in the method and of any limitations on the buyer's credit. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 27, Levine discloses further comprising the coordinator assigning the invoice to the financial institution. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 28, Levine discloses further comprising the financial institution perfecting its legal position in the assigned invoice with respect to the coordinator. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 29, Levine discloses wherein the second purchase order indicates that the coordinator is to be billed for the transaction and that the goods or services are to be shipped to the buyer. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 30, Levine discloses further comprising:
the seller preparing a set of shipping documents that indicate the seller to be the importer of record;
presenting the shipping documents to the custom's office of the buyer's country; and
presenting the shipping documents to the bank. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 31, Levine discloses further comprising the bank providing the advance or loan to the seller upon receipt of the shipping documents, the advance or loan being a percentage of the invoice from the seller to the coordinator. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 32, Levine discloses wherein the percentage is agreed upon between the bank and the seller prior to the transaction. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 33, Levine discloses further comprising providing a time period for the buyer to inspect the goods or services received from the seller. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 34, Levine discloses wherein the buyer finds no discrepancy between the goods or services ordered and the goods or services actually received. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 35, Levine discloses further comprising:
the buyer paying the financial institution;
the financial institution paying the mark-up to the coordinator;

the financial institution paying the bank less any applicable charges of the financial institution; and the bank paying the seller less the amount of the advance or loan and any applicable charges of the bank. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 36, Levine discloses wherein the buyer finds a discrepancy between the goods or services ordered and the goods or services actually received. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 37, Levine discloses wherein the buyer and seller negotiate amended terms of the transaction to accommodate the discrepancy. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 38, Levine discloses further comprising:
the buyer paying a portion of the amount due to the financial institution;
the financial institution paying the coordinator a portion of the mark up;
the financial institution paying the bank a reduced amount less any applicable charges of the financial institution; and the bank paying the seller a reduced amount less the amount of the advance or loan and any applicable charges of the bank. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 39, Levine discloses wherein the goods or services are not accepted by the buyer and the seller pays back the advance or loan to the bank plus any applicable charges of the bank. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

As per claim 40, Levine discloses wherein the first purchase order and second purchase order are transmitted electronically. (see column 5 lines 55-67 and column 6 lines 1-22 and column 7-10 lines 1-67).

Conclusion

RESPONSE TO ARGUMENTS

4. Applicants filed 12/18/06 has been fully considered but they are moot in view of new grounds of rejections.

Art Unit: 3692


Any inquiry concerning this communication or earlier communications from the examiner should be directed to Clement B Graham whose telephone number is 703-305-1874. The examiner can normally be reached on 7am to 5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Hyung S. Sough can be reached on 703-308-0505. The fax phone numbers for the organization where this application or proceeding is assigned are 703-305-0040 for regular communications and 703-305-0040 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-305-3900.

CG

March 28, 2007


FRANTZY POINVIL
PRIMARY EXAMINER
Au 3692